

**MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY
AND THE
BUREAU OF LAND MANAGEMENT FOR
PROTECTION AND PRESERVATION OF THE LA CIENEGUILLA PETROGLYPHS,
LAMY JUNCTION SITE AND PETROGLYPH HILL
Agreement 2016-0059-PW/BT**

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is entered on this 17 day of July 2015, by and between Santa Fe County (hereinafter referred to as ("County")), a New Mexico political subdivision, and the Bureau of Land Management (hereinafter referred to "BLM"), a Federal Government entity, located at 226 Cruz Alta Road, Taos, NM 87571.

RECITALS

WHEREAS, in the spirit of cooperation, mutual respect and service to the residents of Santa Fe County, this Agreement confirms the parties' commitment and mutual cooperation which recognize that the partnering activities between governmental entities of similar purposes may produce community and constituency benefits beyond what might be produced independently;

WHEREAS, the County has designated its Open Space and Trails Program as the program responsible for the development and preservation of open space and cultural and historical open spaces throughout the County;

WHEREAS, through the Galisteo Basin Archaeological Sites Protection Act (Public Law 108-208, hereafter referred to as the "Act"), the United States Congress has recognized that the Galisteo Basin and surrounding areas of New Mexico are the location of many well preserved prehistoric and historic archaeological resources, including some of the largest Pueblo Indian settlements in the United States, spectacular examples of Native American petroglyphs, and ruins of Spanish Colonial settlements;

WHEREAS, the County's Open Space and Trails Program is working in collaboration with the BLM to implement the purpose of the Act for property owned by the County at Petroglyph Hill on the Thornton Ranch Open Space, Lamy Junction and La Cieneguilla Petroglyphs. Whereas, the parties desire to formalize the cooperative work and efforts between the BLM and County Open Space Trails Program to further the purpose of the Act.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. **SCOPE OF UNDERSTANDING BETWEEN THE PARTIES:**

a. The parties agree that the purpose of this Agreement is to provide for the protection, preservation, maintenance, and administration of the nationally significant archaeological resources identified in the Act.

b. The BLM and County Open Space and Trails agree to strive to achieve the highest level of protection, preservation, maintenance, and administration of archaeological resources at La Cieneguilla Petroglyphs (T.16N., R.8E., Section 17, projected), the Lamy Junction Site (T.14N., R.10E., Section 5), and Petroglyph Hill (T.14N., R.9E., Section 29), herein referred to collectively as the "Sites." Our cooperative efforts to attain these goals will be guided by the Act.

c. The BLM and County Open Space and Trails agree to work jointly on planning, preservation, protection, resource management, and other matters, including preparation of a site assessment, site management plan, and a general management plan. The County also agrees to permit access to the Sites to members of the Galisteo Act Implementation Group, a group formed by the BLM and comprised of representatives of the County, Open Space, BLM, State Office of Archeological Studies and volunteer members of the public, for these purposes under such terms and conditions as the County may implement.

2. FUNDING

a. If the BLM and the County Open Space and Trails Program jointly secure public funds for the purpose of archaeological resource preservation, protection, interpretation, or research for the sites, the expenditure of such funds shall be implemented in accordance with a written agreement that sets forth the required terms and conditions established by the funding source and describes the work or duties to be funded. By this Agreement the BLM or County Open Space and Trails Program is not obligated to expend any public funds for these purposes, and this Agreement does not restrict the County Open Space and Trails Program from expending any funds it may independently secure toward preservation efforts at the Sites.

3. EFFECTIVE DATE AND TERM

a. The term of this Agreement shall begin upon the date of last signature by the parties and will expire July 31, 2020 unless terminated earlier pursuant to Paragraph 4, or the County ceases to own the Sites prior to the date of expiration of this Agreement.

4. TERMINATION

The County or BLM may cancel this Agreement at any time by providing ten (10) days written notice to the other party.

5. NO THIRD-PARTY BENEFICIARIES; RESERVATION OF RIGHTS

a. This Agreement was not intended to and does not create any rights in any persons or party not a party hereto.

b. The County retains all legal rights to the Sites and to the quiet enjoyment thereof. Nothing in this Agreement is to be construed as granting any legal authority to the BLM over the Sites or over any actions by the County Open Spaces and Trails Program.

6. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

7. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

8. INTEGRATION CLAUSE

This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE

a. In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this Agreement, the parties shall first resort to mediation before a neutral mediator, mutually agreed to by both parties. If mediation is not successful to resolve a dispute, the parties agree to resolve disputes in New Mexico State and Federal District Courts.

b. The terms of this Agreement shall be construed in accordance with the laws of the State of New Mexico. The BLM and the County agree that the forums for any litigation arising out of or related to this Agreement shall be the State and Federal Courts of New Mexico.

10. APPROPRIATIONS AND AUTHORIZATIONS

Any commitment of funds by County pursuant to the purpose and goals of this Agreement is contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners. If sufficient appropriations and authorizations

are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the BLM. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse BLM for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the BLM.

11. FASCIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

12. NOTICES

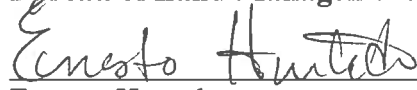
Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For BLM: BLM Taos Field Office
 226 Cruz Alta Road
 Taos, NM 87571
 Phone: 575-758-8851
 ATTN: Ernesto Hurtado

For County: Open Space and Trails Program
 901 W. Alameda, Suite 20C
 Santa Fe, NM 87501
 Phone: 505-992-9868
 ATTN: Colleen Baker

By their signatures below, the County Open Space and Trails Program, and the BLM agree to cooperate and work together to preserve and protect the above listed Sites.

Bureau of Land Management



Ernesto Hurtado
Taos Field Office Manager-Acting

7-17-2015
Date

SANTA FE COUNTY:


Katherine Miller, County Manager

7.17.2015
Date

APPROVED AS TO LEGAL FORM:


Greg Shaffer, County Attorney

7/17/2015
Date

SANTA FE COUNTY FINANCE DEPARTMENT


Carole Jaramillo, Finance Director

7/17/15
Date